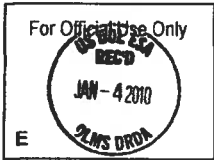


FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1215-0188
Expires 09-30-2011



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C- 371 416175
421

| Person Filing | |
|--|--|
| 2. Name and mailing address (include ZIP Code): Name SANFORD H RUDNICK Title LABOR CONSULTANT Organization H. SANFORD RUDNICK & ASSOC P.O. Box, Bldg., Room No., if any Street 1200 MT. DIABLO BLVD. S105 City WALNUT CREEK CA 94596 State CA ZIP Code + 4 94596 | 3. Any other address where records necessary to verify this report are kept: Name NO Title Organization P.O. Box, Bldg., Room No., If any Street City State ZIP Code + 4 |
| 4. Date fiscal year ends: 12-31 | 5. Type of person: a. <input checked="" type="checkbox"/> Individual b. <input type="checkbox"/> Partnership c. <input type="checkbox"/> Corporation d. <input type="checkbox"/> Other (Specify): |

| Nature of Agreement or Arrangement | |
|--|---|
| 6. Full name and address of employer with whom made (include ZIP Code): Name HARTZHEIM DODGE (CLOSED) Organization Trade Name, if any P.O. Box, Bldg., Room No., if any Street 25601 MISSION BLVD City HAYWARD State CA ZIP Code + 4 94565 | 7. Date entered into: 8 / 20 / 08 8. Name of person(s) through whom made: Name GLENN HARTZHEIM SR Name Name Name Name |

| Signatures | |
|--|--|
| Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.) | |
| 13. Signed <u></u> Title President On <u>5-28-09</u> <u>925-256-0660</u> Date Telephone Number | 14. Signed <u></u> Title Treasurer On <u>5-28-09</u> <u>925-256-0660</u> Date Telephone Number |

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| Filer: . | File Number C- |
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9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.

b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. *Written agreements must be attached.):

\$350/HR RETAINER SEE ATTACHED

| | |
|---|---|
| Specific Activities to be Performed | |
| 11. For each activity, separately list in detail the information required (See instructions): | |
| a. Nature of activity: DISCUSSION OF NLRB RULES AND REGULATIONS CONCERNING HOW THE EMPLOYEES COULD VOTE FOR OR AGAINST THE UNION ACCORDING TO THE NLRB ACT | |
| 11.b. Period during which performed: 8-20-08 TO 4-1-09 | 11.c. Extent performed: ELECTION COMPLETED |
| 11.d. Name and address through whom performed: | Additional Name and address through whom performed, if any: |
| Name GLENN HARTZHEIM SR | Name |
| Organization HARTZHEIM DODGE (CLOSED) | Organization |
| P.O. Box, Bldg., Room No., if any | P.O. Box, Bldg., Room No., if any |
| Street 25601 MISSION BLVD | Street |
| City HAYWARD CA 94544 | City |
| State ZIP Code + 4 | State ZIP Code + 4 |
| 12.a. Identify subject groups of employees: MECHANICS AND TECHNICIANS | 12.b. Identify subject labor organizations: MACHINISTS UNION 1546 |

**H. SANFORD
RUDNICK
& ASSOCIATES**

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

LABOR CONSULTING AGREEMENT

The Undersigned does by this agreement consent to the following retainer agreement:

- 1 The term of the agreement will commence on 8-20-08 and may be terminated at any time by either party by giving written notice to the other party.
2. My duties as a labor consultant/attorney will include only the rendering of labor relations consultation and management services in connection with the Employers labor relations activities. Any advice or consultation pertaining to labor relations will be at the Employer's request. Also, H. Sanford & Rudnick & Associates use the services of various law firms at no charge to the Employer concerning the Employer's labor relations.
3. Compensation will be \$ 350 per hour and \$ 5,000 payable in advance as a retainer. Consulting fees and expenses shall be deducted from the amount of the retainer and any fees and costs exceeding the retainer shall be billed weekly on an itemized billing statement. Payment for all services and costs is due upon receipt of each billing invoice. Cancellation of the Retainer Agreement allows client future work by a credit of work, not a refund of the balance of the retainer.
4. The parties agree that any dispute between the parties shall be resolved informally between the parties which arise out of the agreement. If the dispute cannot be resolved informally, the Employer agrees any controversy or dispute between the parties which shall arise with respect to the Agreement, the interpretation hereof, or any other

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matter relating hereto, shall be submitted only to arbitration which the arbitrators are selected as hereinafter provided.


Arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association (the "Rules"), except as specifically provided in this paragraph. The dispute shall be submitted to two arbitrators, each of whom shall have had at least 5 years experience in the labor relations business of Federal Labor Law. One arbitrator shall be selected by each of the parties. In the event that either of the two parties shall not, within 10 days after notification of demand for arbitration hereunder shall not have selected its arbitrator, or cannot mutually agree to an arbitrator, such arbitrator shall be selected by the American Arbitration Association upon receipt of a request thereof by the other party. All submitted matters or any collection demand for arbitration is made in accordance with a specific time schedule adopted by the arbitrator. Each party shall have the opportunity to present evidence and witnesses in accordance with the Rules and schedule adopted by the arbitrator. In the event, any party fails to appear or present evidence, the arbitrator shall render their decision based solely on the information presented by the party who does so appear and present evidence. The determination of the arbitrator shall be final and binding upon all the parties and judgment may be entered on any award rendered by the arbitrator in any Federal or State court having jurisdiction. The Employer shall bear all the costs of the fees and expenses of the arbitrator, or any other fees incurred in conjunction with the arbitration.

5. Payment of fees shall be billed weekly. Payment is due upon receipt on the invoice and interest of 1.5% per month of the past amount due will be charged.

Dated: 8/20/08

Dated: 8/20/08


H. Sanford Rudnick & Associates

 S. M. Lertzheim, Pres.
HARTZHEIM DODGE,
GLEN HARTZHEIM SR